



City of  
**Rockville**  
Get Into It

City of Rockville  
Rockville, Maryland

**INVITATION FOR IFB 35-19  
FURNISH ONE (1) COMPACT TRACK LOADER WITH ONE  
(1) V-PLOW AND ONE (1) SNOW BLOWER**

**BIDS DUE BY 2:00 P.M., TUESDAY, MAY 14, 2019**

ISSUED BY:  
Jessie J. Woods  
Senior Buyer  
Procurement Division  
City of Rockville, City Hall  
111 Maryland Avenue  
Rockville, Maryland 20850  
Phone: (240) 314-8431  
Fax: (240) 314-8439

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

**MFD Outreach Program**

**It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged.**



**CITY OF ROCKVILLE  
111 MARYLAND AVENUE  
ROCKVILLE, MARYLAND**

**INVITATION FOR IFB 35-19**

**FURNISH ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND  
ONE (1) SNOW BLOWER**

Sealed bids addressed to the City of Rockville, Maryland for the purchase of **ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER**, will be received at the City of Rockville, Purchasing Division, 111 Maryland Avenue, Rockville, Maryland 20850 until **2:00PM; TUESDAY, MAY 14, 2019** at which time, the bids will be publicly opened and read aloud in the Mayor and Council Chambers on the 3<sup>rd</sup> Floor.

**SECTION 1 - ADMINISTRATIVE BIDDING REQUIREMENTS AND INSTRUCTIONS**

**1. Procurement Rules:**

- A. The City of Rockville has established for purposes of this Invitation for Bid (IFB) that the words “shall”, “must”, or “will” are equivalent in this IFB and indicate a mandatory requirement or condition, the material deviation from which will not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this IFB’s mandatory requirements.
- B. The words “should” or “may” are equivalent in this IFB and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid proposal, but may result in being considered as not in the best interest of the City of Rockville.
- C. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this IFB.

D. Definitions:

1. The term “**Invitation for Bid**” (IFB) means this invitation for you, the Bidder, to make an offer to the City of Rockville.
2. The acronym “**ADA**” means the Americans with Disabilities Act of 1990, as amended.
3. The terms “**bid**” and “**bid proposal**” means the offer submitted by you, the Bidder, in response to this IFB.
4. The term “**bidder**” means the entity making an offer to the City of Rockville in response to this IFB.
5. The term “**City**” means the City of Rockville.
6. The term “**Contractor**” means a bidder that is awarded a contract as a result of this IFB.
7. The term “**day**” means calendar day unless otherwise specified in this document.
8. The term “**dollar**” and the symbol “**\$**” mean United States of America dollars.
9. The acronym “**FMVSS**” means Federal Motor Vehicle Safety Standard.
10. The terms “**you**” and “**your**” means the same as the term “**bidder**” above.
11. All references to a time of day are references to the time in Montgomery County, Maryland, USA.
12. The term “**GVWR**” means Gross Vehicle Weight Rating.
13. The term “**LCD**” means Liquid Crystal Display.
14. The term “**AMI**” means Ace Multi Interface.

2. Proposed Schedule:

- A. IFB RELEASED – **TUESDAY, APRIL 23, 2019, BY 2PM**
- B. QUESTIONS DUE – **TUESDAY, APRIL 30, 2019, BY 2PM**
- C. **IFB CLOSING DATE – TUESDAY, MAY 14, 2019, BY 2PM**
- D. OPENING/READING OF BIDS – **TUESDAY, MAY 14, 2019, BY 2PM**

3. Questions Concerning this Invitation for Bid (IFB):

- A. Questions concerning any portion of this IFB should be directed in writing [fax and e-mail accepted] to the below name individual who shall be the official point of contact for this IFB. Questions should be submitted **TUESDAY, APRIL 30, 2019, BY 2PM.**
- B. Mark subject line or envelope “**Questions on IFB 35-19**”.
- C. Submit questions to:       Jessie J. Woods  
  Senior Buyer  
  City Of Rockville  
  Telephone: 240.814.8431  
  E-mail : [jessie.woods@rockvillemd.gov](mailto:jessie.woods@rockvillemd.gov)
- D. Failure by a Bidder to ask questions or request changes by the dates indicated above shall constitute the Bidder's acceptance of all of the terms, conditions and requirements set forth in this IFB.

- E. No answers given in response to questions submitted shall be binding upon this IFB unless released in writing as an addendum to the IFB by the City Of Rockville, Purchasing Office.
- F. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.
- G. To ensure fair consideration for all potential bidders, any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed bidders. Such addendums, if issued, will posted at the addresses listed below:

<http://www.rockvillemd.gov/vaniness/bids.htm>

<https://emaryland.buyspeed.com/bsa/external/publicBids.sdo>

- H. Please note, that it is **SOLELY** the bidder's responsibility to check one of the above sites frequently for Addenda, which may impact pricing, requirements, terms and/or conditions. Failure to sign and return an Addendum with your bid proposal may result in rejection of the bid proposal as non-responsive.

4. **Delivery of Bid Proposal (ONE (1) ORIGINAL AND ONE (1) COPY MUST BE RENDERED:**

Your bid proposal (offer) shall be sealed and delivered or mailed to:

City of Rockville  
Procurement Division  
2<sup>nd</sup> Floor  
111 Maryland Avenue  
Rockville, Maryland 20850

**Clearly mark each bid proposal package with:**

BID NUMBER: **IFB 35-19**

BID TITLE: **FURNISH ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER**

BIDDERS NAME: (Insert Bidder's Name and Address)

DUE DATE: **TUESDAY, MAY 14, 2019, 2PM**

- A. Failure to clearly mark each bid proposal package with this information may cause the City of Rockville to open the bid proposal package before the official closing date and time. If the bid proposal package is opened due to lack of markings, it shall be resealed and opened at the

official IFB opening.

**B. It is solely the Bidder's responsibility to ensure that its bid proposal package is DELIVERED TO and ACCEPTED by the City of Rockville's Purchasing Division at the above specified address prior to the official closing date and time. A bid proposal will not be considered for award if received in the City of Rockville's Purchasing Division after the official closing date and time.**

C. **Note:** Please ensure that if you use a third party carrier (USPS, FedEx, Airborne, UPS, etc.) that the carrier is instructed to deliver your bid proposal package **only** to the address above.

D. The City will not accept facsimile (fax) or electronic submission of bid proposals.

**5. Public Bid Opening:**

A. Shortly after the date and time specified above, all bid proposals that have been timely accepted by the City of Rockville will be opened, recorded, and accepted for consideration.

B. The bid opening will be held in the Mayor & Council Chambers on the Third Floor of the address listed above.

C. The names of the bidders submitting bid proposals will be read aloud and recorded. The bid proposals will be available for inspection during normal business hours in the Purchasing Division after the official bid opening.

D. Individuals covered by the Americans with Disabilities Act of 1990 (ADA) in need of accommodations to attend public bid openings or meetings should contact the ADA Coordinator at 240.314.8100, TDD 240.314. 8137.at least five days prior to the closing date.

**6. Evaluation of Bids:**

A. The City will review each bid proposal received and accepted prior to the official closing date and time for responsiveness:

1. Has the Bidder conformed to all requirements of this Invitation for Bid?
2. Are all forms properly signed and sealed as required?
3. Are all required documents included with the bid proposal package?
4. Did the Bidder take any exceptions to the requirements?

B. Price Reasonableness and Price Realism Reviews:

1. The Purchasing Manager will have all price proposals analyzed against City's initial price

- estimate for price reasonableness (price too high) and price realism (price too low);
2. The Purchasing Manager may have additional confidential price analysis(es) conducted on any price proposal;
  3. If based upon the price analysis, the Purchasing Manager determines that the price proposed appears unreasonable or unrealistic the Purchasing Manager will require that the Bidder submit documentation justifying the bid price(s) proposed.
  4. If the Bidder's justification does not satisfy the Purchasing Manager, and, if the award of the contract to the Bidder would result in an advantage to the Bidder with a corresponding disadvantage to the City, or, if the competitive bidding process is jeopardized, the Purchasing Manager will reject the bid proposal as non-responsive in order to protect the public interest.

C. Unbalanced Bid:

1. An unbalanced bid is a bid with line items or unit prices with an extreme variation from the City's estimate, or where obvious unbalancing of unit prices has occurred.
2. If the Purchasing Manager determines that the bid appears to be unbalanced, the Purchasing Manager will require that the Bidder submit documentation justifying the bid price(s) proposed.
3. If the Bidder's justification does not satisfy the Purchasing Manager, and, if the award of the contract to the Bidder would result in an advantage to the Bidder with a corresponding disadvantage to the City, or, if the competitive bidding process is jeopardized, the Purchasing Manager will reject the bid proposal as non-responsive in order to protect the public interest.

**7. Award of Contract:**

- A. **IF** the City of Rockville awards a contract as the result of this Invitation for Bid, the City intends to award it to the responsible bidder with the lowest priced responsive bid; however, nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.
- B. **Your bid proposal is a binding offer to the City.** The City will consider the bid proposal (offer) that you, the Bidder, make to the City as a binding offer for not less than 90 calendar days from the IFB closing date. The City may request an extension on the time to award a contract, and, you have the right to accept or decline such a request. The City will consider the signed bid proposal as an offer by you and such offer shall be judged accepted by the City only in accordance with all requirements listed below.

- C. The City is not obligated to make any award as a result of this IFB.
- D. The City has the sole discretion and reserves the right to cancel this IFB, and to reject any and all bids, to waive any and all informalities and/or minor irregularities, or to re-advertise with either the identical or revised scope of work, if it is judged to be in the City's best interests to do so.
- E. In the event of default by the awarded Bidder, the City reserves the right to award a contract to the responsible bidder with the next lowest priced responsive bid without any further notice or competition.
- F. The City reserves the right to reject any bid proposal determined by the Purchasing Manager to be inadequate or unacceptable.
- G. Acceptance of Offer: A bid proposal / offer will be considered accepted by the City and a contract formed between the City and the Bidder upon the issuance of a City of Rockville purchase order.

**8. Notice to Bidders from Outside Maryland:**

"Pursuant to [7-201 et seq. of the Corporations and Associations](#), Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign vaniness in this state. Before doing any intrastate vaniness in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

**9. U.S. Treasury Employer Identification Number:**

Bidders must supply with its bids its U.S. Treasury Department Employers' Identification Number as such number is shown on its Employer's quarterly Federal Tax Return ([U.S. Treasury Department Form No. 941](#)). This number shall be inserted on the Bid Proposal Form in the space provided.

**10. Qualification to Contract with Public Body:**

Each Bidder must be qualified to bid in the State of Maryland in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code Of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1997) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

**11. Minor Informality:**

The Purchasing Manager reserves the right to waive a minor informality, immaterial bid defect and/or technicality if such waiver is determined to be in the best interest of the City. A minor informality or immaterial defect means a bid requirement that is merely a matter of form or is an immaterial provision in the solicitation. A bid defect is immaterial when the significance of the defect is negligible when contrasted with the total cost or scope of the procurement. A technicality is a small detail in specification, requirement, term, or condition that forces an unwanted, unexpected, and/or negative result upon the City. The decision of the Purchasing Manager with respect to whether a requirement is a minor informality, whether a bid defect is immaterial, or whether a technicality exists, as well as, whether a waiver is in the best interest of the City is final and may not be challenged by a bidder.

**12. Environmental Impact**

It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of its codified purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.



**CITY OF ROCKVILLE  
MARYLAND**

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS  
NON-CONSTRUCTION – 10/2012**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **SUBMISSION OF BID** Unless otherwise specified in the solicitation, all bids shall be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. The envelope shall be clearly marked with the invitation for bid number. Unless otherwise specified, the following forms must be submitted:
  - Bid proposal page(s) in duplicate
  - Non-collusion/non-conviction affidavit
  - References, if requested
  - Other forms as requested in the document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: <http://www.rockvillemd.gov/Bids.aspx>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

5. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within 90 days after the date of bid opening, unless extended by mutual consent of all parties.
6. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:
- a. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the Purchasing Manager prior to the time set for bid opening.
  - b. Where a mistake is discovered after the bid opening but prior to contract award, a bid: 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the Purchasing Manager determines that the mistake was inadvertent and bona fide;
  - c. May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.
  - d. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.
  - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or vaniness to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
  - f. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
  - g. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.
7. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a

subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

8. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only.
9. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.
10. **TAX EXEMPTION** The City is exempt from the payment of any Federal excise or any Maryland sales tax.
11. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
12. **BID AWARD**

In determining the responsibility of a bidder, the following criteria will be considered:

1. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
4. The quality of performance on previous contracts or services;
5. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
7. The quality, availability and adaptability of the goods or services to the particular use required;
8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
9. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;

10. Such other information as may be secured by the City having a bearing on the decision to award the contract.
13. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than 30 days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than 30 days.
14. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Purchasing Manager. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the bid / contract documents. The Contractor shall take no advantage of any error or omission in these bid / contract documents.
15. **BRAND NAME OR APPROVED ALTERNATE**
- A. Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications.
  - B. The City will review the literature provided by the Bidder and compare it against the salient characteristics of the City identified Brand Name.
  - C. The City reserves the sole right to accept or reject any item offered as an alternate.
16. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
17. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.
18. **BILLING** Unless otherwise specified invoices shall be submitted to the "Bill To" address on the Purchase Order immediately upon completion of the shipment or services.
19. **PAYMENT** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to

perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.

20. **ACH PAYMENT:** The City of Rockville pays its contractors via an Automatic Clearing House (ACH) process in lieu of check payments delivered by the US Postal Service. The ACH process allows the Contractor to have its payment deposited directly to a designated financial institution account. A Contractor must complete and submit an ACH application (available at <http://www.rockvillemd.gov/DocumentCenter/View/429>) prior to receiving any payment from the City.
21. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
22. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
23. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased.  
The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the Purchasing Manager and it is the Contractor's responsibility to obtain said authorization.
24. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not

disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.

25. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
26. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
27. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
28. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
29. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.

30. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
31. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.
32. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
33. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City. Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site And Remote Access Confidentiality Agreement, which can be viewed at the following web address: [http://www.rockvillemd.gov/vaniness/Rockville\\_Confidentiality\\_Policy.pdf](http://www.rockvillemd.gov/vaniness/Rockville_Confidentiality_Policy.pdf).
34. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and Federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.

35. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
36. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

37. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all



costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.

38. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the vaniness address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.
39. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent shall cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

40. **ABANDONMENT OF OR DELAY IN WORK** If the work under the contract shall be abandoned by the Contractor, or if at any time the City shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the contract is being carried on by the City, as herein provided, the Contractor shall continue the

remainder of the work in conformity with the terms of the contract and in such manner as not to interfere with the City's workmen.

41. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
42. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract. This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.
43. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
44. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the City according to the specifications and drawings. No allowance will be made for any excess above the quantities required by the specifications and drawings on any part of the work, except where such excess material has been supplied or work done by order of the City and in the absence of default or negligence on the part the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the City, only the actual quantities placed will be allowed in measurement.
45. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the contract for use when and as directed by the City. These items are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the contract unit price bid or the contingent items may be deleted entirely from the contract by the City. The Contractor shall submit no claim against the City for any adjustment to the contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications.

**46. GUARANTEE PERIOD**

- A. The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.
- C. If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided.
- D. Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

**SECTION 2 - SPECIAL PROVISIONS**

**2.1. CONDITION OF ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER SUPPLIED:**

- A. The ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER and all accessories and components shall be new and free from defects and except as noted herein shall be standard product of current manufacture. Unless otherwise noted in the specifications, the Contractor shall abide by specific manufactures' instructions and recommendations on installation and operations
- B. The usage of a "brand name or approved alternative" specification is for the purpose of describing a characteristic, a standard of quality, or the level of performance desired and is not intended to limit or restrict bidder competition. The Bidder may offer any brand which meets or exceeds the specification UNLESS "Brand Name Only" is specified. Bids on other makes and models will be considered provided the Bidder clearly states in its Bid Proposal forms what is being proposed and attaches completed descriptive literature with its Bid Proposal forms indicating how the

characteristics of the item being offered meets or exceeds the specification. The City reserves the right to accept or reject items offered as an equal / alternate.

## **2.2. ADDITIONAL QUANTITIES**

The City reserves the right to order one or more additional ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER at the awarded bid price within 90 days from the bid closing date, or as extended by the Bidder.

## **2.3. PAYMENT TERMS**

- A. The City will remit full payment within 30 days after receipt and acceptance of the ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER, and the proper invoice.
- B. Getting Paid. There are 5 conditions that need to be met before the City of Rockville can make a payment:
1. The ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER is delivered to the specified address, and
  2. The delivered ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER found to be in full compliance with these IFB specifications and requirements, including all paper work, manuals, CD/DVD, warranties, and requested options, and
  3. The Contractor has submitted a properly completed invoice to the address specified on the Purchase Order, and
  4. The Contractor has filed a completed and signed IRS Form W-9 with the City's Purchasing Division, available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>
  5. The Contractor has filed a completed and signed ACH application with the City's Purchasing Division, (available at <http://www.rockvillemd.gov/DocumentCenter/View/429>).

## **2.4. DEFECTIVE VEHICLES, EQUIPMENT, SUPPLIES/SERVICES**

The City will reject any defective or unsuitable materials, components, workmanship or unit operation and such defects shall be cured by the Contractor. If any aspect of the item supplied is found to be defective or damaged before final acceptance, the contractor shall cure such defect(s) in a manner satisfactory to the City, without extra compensation even though said defect may have not been due to any act or neglect of the Contractor.

**SECTION 3 – DELIVERY REQUIREMENTS**

- A. The awarded Bidder (Contractor) shall deliver the ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER within the number of days offered on the Bid Proposal Form. ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER shall be delivered to the Public Works Department / Fleet Services Division located at 14625 Rothgeb Drive Rockville, Maryland 20850, between of 8:30 A.M. and 3:30 P.M. Monday through Friday, excluding holidays.
- B. The Contractor shall contact Mr. John Davis, Acting Fleet Manager, at 240.314.8485 with notification of the expected delivery date at least 48 business hours prior to delivery.
- C. The ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER shall be fully serviced before delivery, with all recommended lubricants in the chassis, all required adjustments completed, and at least 40 gallons of fuel.

**IMPORTANT:**

**Maryland Dealer's Certification must be completed in full or the ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER shall not be accepted by the City Of Rockville.**

**3.1. MANUALS**

At the time of delivery, the contractor shall provide:

- A. One operator's manual for the truck, and
- B. One COMPLETE set of repair/shop manuals for the year and model of the specific type unit provided. This shall include all manuals and schematics for: Body, Chassis, Emission, Electrical, Electronics, Vacuum, Hydraulics, and Auxiliary Systems.
- C. **NOTE:** CD/DVD style manual is preferred.

**3.2. WARRANTIES AND REGULATIONS:**

- A. The Bidder shall clearly state the terms of all warranties with in its bid proposal. The ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER must comply with all State of Maryland and Federal Department of Transportation codes and regulations. All component installation will conform to the latest recommendations, procedures, and regulations of the following organizations: ASME, ASTM, AISI, API, AWS, DOT, FPS, ICC, ISO, JIC, MSS, NFPA, NEMA, NTEA, OSHA, SAE, TTMA, USAIS. ANSI and CE Certified meeting ANSI Z245.1 safety standard.
- B. All warranties shall start the day the ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER is placed in service by the City of Rockville and shall be accompanied by an in-service certification form provided by manufacturer.

**SECTION 4 – BIDDER INSTRUCTIONS:**

- A. Complete every space in column B – BIDDER’S SPECIFICATIONS column.
  - a. The Bidder shall indicate that the item being bid is exactly as specified by stating “AS SPECIFIED” in COLUMN B next to each item of the specifications.
  - b. If the item being bid is not as specified, provide a full written explanation of the deviation.
- B. Submit the original and one copy of Section 5 Technical Specifications with your bid proposal.
- C. Submit 2 brochures or sets of literature describing the ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER that you are offering in response to this IFB 35-19.
- D. Submit 2 brochures or sets of literature describing all components and accessories that you are offering in response to this IFB 35-19.
- E. Submit two 2 copies of the vehicle drawing of truck layout for exterior and interior which shall include all exterior dimensions, and all interior seating locations, spacing, and configuration.
- F. Write in the time that you will hold your bid price firm if the City awards you a contract and desires to purchase an additional ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER from this IFB. Minimum 90 days from the Bid closing date.
- G. Complete the appropriate section of Bidder identification (Individual, Partnership, Corporation).
- H. Complete and sign the Affidavit Of Qualification To Contract With A Public Body.
- I. Complete and sign the Non-Collusion Affidavit.
- J. Provide at least 3 references who have used the same or similar ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER within the past 3 years.

## **SECTION 5: TECHNICAL SPECIFICATIONS**

**EQUIPMENT MODEL YEAR:** All equipment offer must be of the latest model manufacture has at time of bid closing.

**SCOPE:** The intent of this specification is to define ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER for use by the City of Rockville, Public Works and Recreation & Parks Departments. The equipment must be new, unused and be prepared for service when delivered to the specified location. The units must be a current model that is of the manufacturer's latest design and production.

**Note any exceptions in the space provided.**

<b>Column A City's Specifications</b>		<b>Column B Bidder's Proposed Specifications</b>
<b>COMPACT TRACK LOADER – OPERATING SPECIFICATIONS</b>		
Loader Arms:	Radial	
Rated operating capacity	665 lbs. min.	
Operating capacity	931 lbs. Min.	
Tipping Load:	2660 lbs.	
Travel Speed	4.7 to 5.7 mph min.	
<b>COMPACT TRACK LOADER – ENGINE</b>		
Type: Diesel, Naturally Aspirated		
Gross power rating @ 2800 rpm: not less than 37.5 hp.		
Peak Torque:	85 ft-lb Min.	
Cooling system:	Engine driven fan and coolant filled radiator	
Intake air cleaner	Dual stage	
Emission Controls	Meets all U.S. Tier 4 standards	
<b>COMPACT TRACK LOADER – UNDERCARRAGE</b>		
Track Type: General purpose track construction of rubber compound with all-purpose treads. Single row of track drive lugs molded into track.		
Track Width	Minimum of 11" in.	
Track Total Width "outside dimensions" 46in to 48.3in.		
Length of track on ground	52 in to 55 in.	
Drive System Two hydrostatic direct drive sprockets controlled by a single joystick.		
Track drive sprocket	Replaceable sprocket rollers..	
Undercarriage Suspension Two (2) independent torsion axles per undercarriage.		
Roller Wheels	Wheels will have sealed bearings	

## COMPACT TRACK LOADER WITH V-PLOW AND SNOW BLOWER

Column A City's Specifications	Column B Bidder's Proposed Specifications
<b>COMPACT TRACK LOADER – ELECTRICAL SYSTEM</b>	
System Voltage      12 Volt	
Battery                12 Volt, 525 CCA Minimum	
Alternator            60 AMP Minimum	
Wiring                Wired for all factory available accessories.	
Standard Features   Engine block heater.	
<b>COMPACT TRACK LOADER – OPERATOR STATION</b>	
Seat shall be an adjustable vinyl seat with built in presence switch, lap bar and seat belt. The loader controls shall be pilot hydraulic joystick that controls the loader functions, arm lift, lower, bucket tilt and have intermittent control of auxiliary hydraulic attachments. The drive control shall be a pilot hydraulic joystick that controls the machines speed and direction.	
Engine Speed            Hand operated throttle lever	
Indicators and Gauges    Engine low oil pressure light, hydraulic oil high temperature light, engine cooling system high temperature light, low battery voltage light, hour meter and fuel gauge.	
ROPS                    Meet SAE J1040 MAY94, ISO 3471	
ROPS                    Meet SAE J1043 SEPT8794, ISO 3449	



## COMPACT TRACK LOADER WITH V-PLOW AND SNOW BLOWER

Column A City's Specifications	Column B Bidder's Proposed Specifications
Lighting Two (2) Fixed forward facing halogen lights One (1) Adjustable rear facing halogen light One (1) Interior light	
Standard Features Horn, Backup Alarm, Sound Insulation and Rear Window	
<b>COMPACT TRACK LOADER – AUXILIARY HYDRAULIC SYSTEM</b>	
Hydraulic Pump Capacity Minimum 13 GPM Min.	
System Pressure Maximum Minimum 3000 PSI	
Controls Intermittent joy stick button or continuous with a console switch. Mode selectable.	
Cooling System Hydraulic Oil cooler beside engine radiator	
Standard Features Manual Quick attach	
Bucket Multi-Purpose	

Column A City's Specifications	Column B Bidder's Proposed Specifications
<b>COMPACT TRACK LOADER – V-BLADE SNOW PLOW ATTACHMENT</b> Example Virnig Model# SBV48	
Overall Blade Width in inches 51 ½” to 53 ½”in	
Blade Width at Full Angle in inches 44”in to 48”in	
Width at Full scoop in inches 39.8“	
Width at Full V in inches Minimum 48”	
Center Edge ½” High Tensile Steel Bolt On	
Cutting Edge 5/8” x 8” Bolt On	

Column A City's Specifications		Column B Bidder's Proposed Specifications
<b>COMPACT TRACK LOADER – Hydraul</b>		
<b>Snow Blower Attachment</b>		
Cutting Width	52” to 53” Inches	
Cutting Height	22”to 24” Inches	
Auger Diameter	12” Inches	
Fan Diameter	16” Inches	
Casting Distance	Up to 25’ Feet	
Chute Deflector	Electric	
Skid Shoes	Adjustable	
Auger and Drive Protection	Shear Pin	

LIST ALL EXCEPTIONS FOR THE SECTION IN THE TABLE BELOW

SECTION	EXCEPTION

**BID PROPOSAL FORM  
INVITATION FOR IFB 35-19**

**FURNISH ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER**

**In accordance with the City's requirements contained in the specifications regarding IFB 35-19, the vendor proposes to supply the following items (fill in details below):**

Item #	Item Description	MAKE / MODEL	UNIT COST	QTY	SUB TOTAL
1	COMPACT TRACK LOADER			1	
2	V-PLOW			1	
3	SNOW BLOWER			1	
			<b>TOTAL COST</b>		

**Delivery of proposed units will be 180 days after receipt of purchase order.**

**Units shall be delivered between the hours of 8:30am and 3:30pm Monday through Friday to:  
Public Works Department / Fleet Services Division located at 14625 Rothgeb Drive Rockville,  
Maryland 20850.**

BIDDER INFORMATION			
Company Name			
Company Address			
City		State / Zip	
Telephone		Fax Number	
Company Representative			
E-Mail Address			
Web Address			
U.S. Treasury Employer's Identification Number			
DUNS #			

**COMPLETE AND RETURN THIS PAGE WITH BID**

BIDDER'S AUTHORIZED REPRESENTATIVE'S SIGNATURE	DATE
Print Name:	
Title:	

Have you completed and attached two completed copies of Section 5 Technical Specifications forms with this Bid Proposal Form?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

Have you indicated that the item being bid is exactly as specified by stating "AS SPECIFIED" in the Exceptions Column B located to the right of the Item Column A, or described the variance?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

Have you submitted two brochures or sets of literature describing the ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER and all accessories you are offering in response to this Invitation for IFB 35-19? \_\_\_\_\_ Yes    \_\_\_\_\_ No

Have you submitted two 2 copies of the vehicle drawing and layout for exterior and interior which shall include all exterior dimensions, and all interior seating locations, spacing, and configuration?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

**W-9 Form Required** Have you attached a completed IRS W-9 form? \_\_\_\_\_ Yes    \_\_\_\_\_ No

If awarded a contract, how long will you hold your price? \_\_\_\_\_  
(Minimum 90 days)

**ADDENDA**

If an Addendum issued, it will be posted on the City's website - <http://www.rockvillemd.gov/Bids.aspx>. Bidders are responsible for checking the City's website periodically for all addenda prior to the due date. Acknowledgment is hereby made of the following Addenda (identified by number) received since the issuance of this bid: # \_\_\_\_\_ or \_\_\_\_\_ none.

**COMPLETE AND RETURN THIS PAGE WITH BID**

## COMPACT TRACK LOADER WITH V-PLOW AND SNOW BLOWER

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

**IF AN INDIVIDUAL:**

NAME: \_\_\_\_\_

STREET AND/OR PO BOX: \_\_\_\_\_

CITY / STATE / ZIP CODE: \_\_\_\_\_

FEDERAL IDENTIFICATION OR SSN: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ (SEAL) DATE: \_\_\_\_\_

PRINTED SIGNATURE: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

WITNESS PRINTED SIGNATURE: \_\_\_\_\_

**IF A PARTNERSHIP:**

NAME OF PARTNERSHIP: \_\_\_\_\_

STREET AND/OR PO BOX: \_\_\_\_\_

CITY / STATE / ZIP CODE: \_\_\_\_\_

FEDERAL IDENTIFICATION # OR SSN: \_\_\_\_\_

MEMBER SIGNATURE: \_\_\_\_\_ (SEAL) DATE: \_\_\_\_\_

PRINTED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**COMPLETE AND RETURN THIS PAGE WITH BID**

WITNESS SIGNATURE: \_\_\_\_\_

WITNESS PRINTED NAME: \_\_\_\_\_

**IF A CORPORATION:**

NAME OF CORPORATION: \_\_\_\_\_

STREET AND/OR PO BOX: \_\_\_\_\_

CITY / STATE / ZIP CODE: \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_

FEDERAL IDENTIFICATION OR SSN: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ (SEAL) DATE: \_\_\_\_\_

PRINTED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

WITNESS PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ : \_\_\_\_\_

**REMITTANCE ADDRESS (if different than above)**

STREET AND/OR PO BOX: \_\_\_\_\_

CITY / STATE / ZIP CODE: \_\_\_\_\_

**EMERGENCY CONTACT NAME:** \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

EMERGENCY SERVICES (24 hrs) PHONE: \_\_\_\_\_

**COMPLETE AND RETURN THIS PAGE WITH BID**

### **BIDDER REFERENCE FORM**

#### **Complete and Return with Bid**

Submit at least 3 references where your organization has furnished a similar type of ONE (1) COMPACT TRACK LOADER WITH ONE (1) V-PLOW AND ONE (1) SNOW BLOWER within the past 3 years.

Reference #1 Organization Name	
Contact Person Name	
Contact's Telephone Number	
Contact's E-mail	
Brief description of type of ONE (1) COMPACT TRACK LOADER WITH ONE (1) V- PLOW AND ONE (1) SNOW BLOWER provided	

Reference #2 Organization Name	
Contact Person Name	
Contact's Telephone Number	
Contact's E-mail	
Brief description of type of ONE (1) COMPACT TRACK LOADER WITH ONE (1) V- PLOW AND ONE (1) SNOW BLOWER provided	

Reference #3 Organization Name	
Contact Person Name	
Contact's Telephone Number	
Contact's E-mail	
Brief description of type of ONE (1) COMPACT TRACK LOADER WITH ONE (1) V- PLOW AND ONE (1) SNOW BLOWER provided	

# AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

## Complete, Sign, and Return with Bid

I hereby affirm that: I am the \_\_\_\_\_ (insert title) and the duly authorized representative of \_\_\_\_\_ (insert organization name) whose address is \_\_\_\_\_

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the State, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled *nolo contendere* to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. \_\_\_\_\_

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or vaniness debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit shall be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**NON—COLLUSION AFFIDAVIT**  
**Complete, Sign, and Return with Bid**

I hereby affirm that: I am the \_\_\_\_\_ (insert title) and the duly authorized representative of \_\_\_\_\_ (insert organization name) whose address is \_\_\_\_\_

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

#### **Format**

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

#### **1. Terms**

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

#### **2. Other Conditions - Contract and Reporting**

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links [www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/](http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/) and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

**MWCOG RIDER - DO NOT RETURN WITH BID**